

4416

1 BILL NO. S-79-03-13

2 SPECIAL ORDINANCE NO. S- 57-79

3 AN ORDINANCE approving a contract with
4 T & G Excavating, Inc., for Sewer
Improvement Resolution No. 876-78.

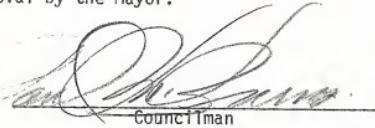
5 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,
6 INDIANA:

7 SECTION 1. That a certain contract, dated January 30, 1979,
8 between the City of Fort Wayne, Indiana, by and through its Mayor and the
9 Board of Public Works, and T & G Excavating, Inc., for:

10 Sewer Improvement Resolution No. 876-78, for the
11 construction of a sanitary sewer to serve the
12 McKinley-Connett-Edwards area,

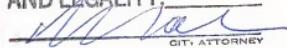
13 for a total cost of \$198,979.20, which will be paid under Barrett Law, all
14 as more particularly set forth in said contract which is on file in the
15 Office of the Board of Public Works and is by reference incorporated herein
16 and made a part hereof, be and the same is in all things hereby ratified,
17 confirmed and approved.

18 SECTION 2. That this Ordinance shall be in full force and effect
19 from and after its passage and approval by the Mayor.

20 
21 Councilman

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APPROVED AS TO FORM
AND LEGALITY,


CITY ATTORNEY

Read the first time in full and on motion by _____, seconded by _____

I, J. Johnson, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock M., E.S.T.

DATE: 3-13-79

Charles W. Utterman
CITY CLERK

Read the third time in full and on motion by _____, seconded by Hinga, and duly adopted, placed on its passage.

PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>8</u>	_____	_____	_____	<u>1</u> _____
BURNS	<u>✓</u>	_____	_____	_____	_____
HINGA	<u>✓</u>	_____	_____	_____	_____
HUNTER	<u>✓</u>	_____	_____	_____	_____
MOSES	_____	_____	_____	<u>✓</u>	_____
NUCKOLS	<u>✓</u>	_____	_____	_____	_____
SCHMIDT, D.	<u>✓</u>	_____	_____	_____	_____
SCHMIDT, V.	<u>✓</u>	_____	_____	_____	_____
STIER	<u>✓</u>	_____	_____	_____	_____
TALARICO	<u>✓</u>	_____	_____	_____	_____

DATE: 3-27-79

Charles W. Utterman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as
(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE
(RESOLUTION) No. L57-79 on the 27th day of March, 1979.
ATTEST: (SEAL)

Charles W. Utterman
CITY CLERK

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th
day of March, 1979, at the hour of 11:30 o'clock A M., E.S.T.

Charles W. Utterman
CITY CLERK

Approved and signed by me this 29th day of March, 1979,
at the hour of 3 o'clock P M., E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-79-03-13

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance approving a contract with T & G Excavating, Inc., for Sewer Improvement Resolution No. 876-78

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance do PASS.

PAUL M. BURNS - CHAIRMAN

SAMUEL J. TALARICO - VICE CHAIRMAN

VIVIAN G. SCHMIDT

DONALD J. SCHMIDT

JAMES S. STIER

Paul M. Burns
Samuel J. Talarico
Vivian G. Schmidt
Donald J. Schmidt
James S. Stier
3-27-79 CONSIDERED
DATE CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

January 29, 1979

The Common Council
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

The Board of Public Works has this day awarded Contract for installation of a sanitary sewer to serve the McKinley-Connett-Edwards Street area to T-G Excavating, in the total amount of \$229,019.20. This sewer project is a Barrett Law Project, whereby respective property owners will pay for their sewer.

Thomas M. Stockamp, President of T-G Excavating has notified the Board of Works that he desires to begin construction immediately, and therefore, wishes "Prior Approval" to proceed as soon as possible.

Therefore, Board of Works respectfully requests "Prior Approval" so that work may begin immediately.

Special Ordinance for formal approval will be submitted in the very near future.

Sincerely,

BOARD OF PUBLIC WORKS

Henry P. Wehrenberg
HENRY P. WEHRENBERG, CHAIRMAN

CITY OF FORT WAYNE

Robert E. Armstrong
ROBERT E. ARMSTRONG, MAYOR

ep
APPROVED:

ATTEST:

Charles W. Westerman
CHARLES W. WESTERMAN, CLERK

MEMBERS OF THE COMMON COUNCIL



01-10-
726/79

CONTRACT AND BOND

Original This Agreement, Made and entered into as of the 30 day of
January 1979, by and between T & G - Excavating Co., Inc.

the County of Allen and State of Indiana, party of the first part, and the City of Fort Wayne, County of Allen, State of Indiana, by and through its Board of Public Works, party of the second part, under and by virtue of an Act of the General Assembly of the State of Indiana, entitled "An act concerning municipal corporations," approved March 6, 1905, and the provisions of all acts amendatory thereto and supplemental thereof.

WITNESSETH, That the party of the first part covenants and agrees to construct the following described sanitary sewer:

See EXHIBIT "A"

for the Following Prices

See EXHIBIT "B"

The said party of the first part expressly agrees to make the improvements herein specified in strict accordance with the provisions of Sanitary Sewer Improvement Resolution No. 876-78 and in accordance with the plans, profiles and specifications for the improvement on file in the office of the Department of Public Works of said city. The resolutions, profiles, plans, specifications and bids for work herein specified are hereby made a part of this contract as fully and effectually as if herein set out in full.

The said party of the first part further agrees to do and perform all of said work to the entire satisfaction of the Board of Public Works and to complete the same within 260 days after the date of Execution of this contract. To each of the conditions and stipulations of this contract the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, We, the foregoing named parties hereunto set our hands this 30 day of Jan 1979.

ATTEST:

George B. Newell, Jr.
Corporate Secretary

T & G Excavating Co., Inc.

BY *Thomas M. Stockamp*
Its President
Contractor, party of the first part.

This contract approved by us this 26 day of February 1979

Henry P. Welensky

May G. Scott

BOARD OF PUBLIC WORKS,
Party of the second part.

Robert Armstrong
Mayor

Neula Miller
Clerk

APPROVED AS TO FORM AND LEGALITY

John J. Haas
CITY ATTORNEY

LIABILITY BOND

KNOW ALL MEN BY THESE PRESENTS, That we

T & G Excavating Co., Inc.

as principal and Fidelity and Deposit Company of Maryland

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of One Hundred
ninety-eight thousand nine hundred seventy-nine and 20/100 (\$198,979.20)
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators and assigns firmly by these presents.

The condition of the above obligations are such, that if the above named party of the first part shall
faithfully comply with the foregoing contract made and entered into the

day of _____, with the City of Fort Wayne, Indiana, and shall faithfully
fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the
sewer as to the workmanship, material and conditions for the period of Three (3) years, according to
the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and
remain in full force and virtue in law and in the event the said City shall extend the time for the com-
pletion of said work, such extension shall not in any way release the sureties on this bond.

Witness our hands and seals this 30 day of JAN 19 79

T & G Excavating Co., Inc. (SEAL)

ATTEST:

George R. Schenck By *Thomas M. Stuckey* (SEAL)
Corporate Secretary Its Pres. (SEAL)

Approved this 26 day of Feb 1979 Fidelity and Deposit Company of Maryland

George R. Schenck (SEAL)

May G. Scott
Board of Public Works.

The Contractor will furnish immediately a certificate from the Industrial Board of the State
of Indiana, that he has complied with the Workmen's Compensation Act, in accordance with
Section 14 of the Compensation Act, (I.C. 22-3-2-1). Any judgment rendered against the City
of Fort Wayne in any suits for damages for injury to real or personal property, or for any
injury to real or personal property, or for any injury, sustained by any person growing out
of any act or doing of Contractor, or its agents, employees or workmen and that any
judgment of any court or award of any Board of Arbitrators or of the State Industrial Board
of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising
under said Workmen's Compensation acts of the State of Indiana, now in force, relating to
compensation for accidental injuries or death suffered by his employees or the employees
of any Subcontractor or Subcontractors in the course of their employment, when notice of
the pendency of such suit, hearing or arbitration shall have been given said Contractor,
shall be conclusive against Contractor as to amount, liability and all other things per-
taining thereto; it being the intent of the parties hereto that Contractor indemnify and
hold harmless City in the premises.

GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____

T & G Excavating Co., Inc.

Contractors

as principal and Fidelity and Deposit Company of Maryland

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of One hundred
ninety-eight thousand nine hundred seventy-nine and 20/100 (\$198,979.20)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns firmly by these presents.

The conditions of the above obligations are, that whereas the said

T & G Excavating Co., Inc.

did on the _____ day of _____ enter into a contract with the City of Fort Wayne, Indiana, by and through its Board of Public Works, for the construction of a sewer in and along _____

See EXHIBIT "A"

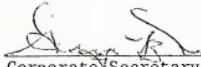
according to certain plans and specifications, and also warranting and guaranteeing the work, material and conditions of the sewer as provided in the aforesaid contract, plans and specifications.

Now, if the said T & G Excavating Co., Inc.

shall faithfully perform and fulfill all the requirements of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void otherwise to be in full force and effect.

WITNESS our hands and seals this 30 day of JAN 19 79

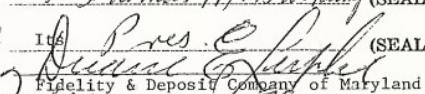
ATTEST:


David D. Scott
Corporate Secretary

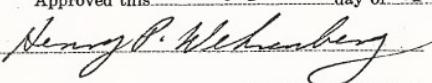
T & G Excavating Co., Inc. (SEAL)

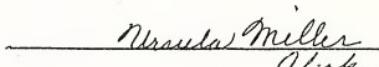
By: Thomas M. Stockamp (SEAL)

Its Pres. & C. P. (SEAL)


Fidelity & Deposit Company of Maryland

Approved this 26 day of February 19 79


Henry P. Wehnerberg


Maud Miller
Clark


May G. Scott
Board of Public Works.

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
CITY HALL

To Whom It May Concern:

Fort Wayne, Ind.,

-19-

The time in which to complete the within contract is hereby extended by the Board of Public Works of the City of Fort Wayne, Indiana, until _____.

Board of Public Works.

**DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
CITY HALL**

To Whom It May Concern:

Fort Wayne, Ind.,

-19-

The time in which to complete the within contract is hereby extended by the Board of Public Works of the City of Fort Wayne, Indiana, until _____

Henry P. Wehnerberg
May 9 1920
Board of Public Works

Board of Public Works.

CONTRACT AND BOND
No. **19**
of _____
for
Amount of Bond _____
Approved: _____ Dollars

Board of Public Works.
Recorded in Contract Record Book No. _____
Page _____ Recorded in Imp. Res. _____
Record Book No. _____ Page _____
Improvement Resolution No. _____ 19
Cost per linear foot \$ _____
Assessment Roll Approved.
Final Estimate Approved.

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. FECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The President, or any one of the Executive Vice-Presidents, or any one of the additional Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

does hereby nominate, constitute and appoint Walter H. Lupke, Jr., Duane E. Lupke, Donald L. Coffey, Edward B. Rice, Walter E. Boose, Marvin P. Martin, Lowell K. Zelt and Virginia T. Axson, all of Fort Wayne, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Walter H. Lupke, Jr., et al, dated June 21, 1976.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 21st..... day of..... November....., A.D. 19..78....

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST:



C W Robbins

Assistant Secretary

W. J. Bestry

Vice-President

STATE OF MARYLAND } ss:

CITY OF BALTIMORE }

On this 21st day of November 19 78, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposes and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.



Melinda T. Haus

Notary Public Commission Expires July 1, 1982

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 30th..... day of..... January....., 1979

W. J. Bestry

Assistant Secretary

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

- a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:
 - (1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;
 - (2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;
 - (3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;
 - (4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;
 - (5) the following practices are not included in the meaning of "discrimination":
 - (a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

- (b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.
- b. The term "handicap" means and includes:
 - (1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or
 - (2) a record of such an impairment, and includes,
 - (3) a person who is regarded as having such an impairment; provided that,
 - (4) this term does not include drug or alcohol abuse or addiction.
- c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.
- d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

- a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.
- b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.
- c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

- a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.
- b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

- a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars (\$10.00) per day, per violation, nor more than one thousand dollars (\$1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,
- b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amended by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

EXHIBIT A

MAIN LINE: Beginning at an existing manhole located 6± L.F. West of and 7.5± L.F. North of the Northeast corner of Lot #1 of Connets Out Lots as recorded in Plat Book 4, Page 41; thence West 733± L.F. to a proposed manhole located 18± L.F. North of the Northwest corner of Lot #18 of Said Connets Out Lots; thence South 800± L.F. along and parallel to the East R/W line of Connett St. terminating at a proposed manhole located 10± L.F. South of the Southwest corner of Lot #30 of said Connets Out Lots.

LATERAL #1: Beginning at an existing manhole located 6± L.F. West of and 7.5± L.F. North of the Northeast corner of Lot #1 of Connets Out Lots as recorded in Plat Book 4, Page 41; thence Southeasterly 472± L.F. terminating at a proposed cleanout located 15± L.F. South of and 7± L.F. East of the Northeast corner of Lot #5 of said Connets Out Lots.

LATERAL #2: Beginning at a proposed manhole located 18± L.F. North of and 5± L.F. East of the Northeast corner of Lot #19 of Connets Out Lots as recorded in Plat Book 4, Page 41; thence North 432± L.F. along and parallel to the West R/W line of Edwards Street terminating at a proposed cleanout located 10± L.F. North of and 5± L.F. East of the Northeast corner of Lot #11 of said Connets Out Lots.

LATERAL #3: Beginning at a proposed manhole located 18± L.F. North of and 5± L.F. East of the Northeast corner of Lot #19 of Connets Out Lots as recorded in Plat Book 4, Page 41; thence South 1712± L.F. along and parallel to the West R/W line of Edwards Street to a proposed manhole; thence Southwesterly 644± L.F. along and parallel to the South R/W line of Edwards Street to a proposed manhole; thence West 819± L.F. along and parallel to the North R/W line of Nuttman Avenue terminating at a proposed manhole located 15± L.F. West of and 5± L.F. South of the Southeast corner of Lot #4 of Tielker Homestead Addition as recorded in Miscellaneous Records 47, Page 250.

LATERAL #4: Beginning at a proposed manhole located 18± L.F. North of the Northwest corner of Lot #18 of Connets Out Lots as recorded in Plat Book 4, Page 41; thence North 427± L.F. along and parallel to the East R/W line of Connett Street terminating at a proposed cleanout located 5± L.F. North of the Northwest corner of Lot #10 of said Connets Out Lots.

Said sewer shall be 8" and 10" in diameter.

EXHIBIT B

10" V.C.P. C-700	Twenty one and 22/100 Dollars	\$ 21.22
8" V.C.P. C-700	Seventeen and 78/100 Dollars	17.78
C.F.W. Std M.H. Type I-A	Fifteen hundred eighty-eight and 00/100 Dollars	1588.00
C.F.W. Std Clean Out	Four hundred thirteen and 00/100 Dollars	413.00
C.F.W. Std M.H. Type VI-A	Twenty-two hundred seventy-three and 00/100 Dollars	2273.00
#53 or #73 Backfill	Nine and 40/100 Dollars	9.40
Special Backfill	Six and 62/100 Dollars	6.62
Seeding and 2" Mulch	No and 55/100 Dollars	0.55
Broadcast Seeding	No and 29/100 Dollars	0.29
12" Deep Strength Asphalt	Forty three and 28/100 Dollars	43.28
#73 Stone for Driveways	Eight and 19/100 Dollars	8.19
4" Asphaltic Surface Driveways	Thirteen and 82/100 Dollars	13.82
Double Chip & Seal	Two and 92/100 Dollars	2.92
6" "T" or "Wye" Taps	Six hundred eighty-eight and 00/100 Dollars	688.00
6" - 18" Tree Removal	One hundred eight and 00/100 Dollars	108.00
Replacement of 2" Dia. Trees by Arborist	One hundred ninety-nine and 00/100 Dollars	199.00
4" - 12" Field Tile Replacement	Seven and 68/100 Dollars	7.68
New Fence Replacement	Twelve and 32/100 Dollars	12.32
12" C.M.P. Gage 14 Culvert Pipe	Twelve and 33/100 Dollars	12.33
Concrete Headwall Replacement	Two hundred seventy-nine and 00/100 Dollars	279.00

4416

TITLE OF ORDINANCE SPECIAL ORDINANCE - CONTRACT - SEWER IMP. RES. NO. 876-78 - MCKINLEY-CONNELL-
EDWARDS SEWER

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE CONTRACT FOR SEWER IMPROVEMENT RESOLUTION NO. 876-78, FOR THE CONSTRUCTION
OF A SANITARY SEWER TO SERVE THE MCKINLEY-CONNELL-EDWARDS AREA. CONTRACTOR FOR THE
PROJECT IS T & G EXCAVATING, INC., CONTRACTOR, IN THE AMOUNT OF \$198,979.20.

J-79-03-13

(CONTRACT ATTACHED)

PRIOR APPROVAL ACQUIRED JANUARY 29, 1979

EFFECT OF PASSAGE CONSTRUCTION OF SANITARY SEWER TO SERVE ABOVE-DESCRIBED AREA

EFFECT OF NON-PASSAGE INABILITY TO PROCEED WITH CONSTRUCTION

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$198,979.20 TO BE PAID FOR BY PROPERTY
OWNERS THROUGH BARRETT LAW ASSESSMENT

ASSIGNED TO COMMITTEE